HIGHLINE WATER DISTRICT
King County, Washington

RESOLUTION 20-1-2C

RESOLUTION AUTHORIZING CONSULTING SERVICES AGREEMENT #19-60-28
WITH CAROLLO ENGINEERS FOR PROJECT 19-2 2020 WATER MAIN
REPLACEMENT, PHASE 1 TRENCHLESS ALTERNATIVES ANALYSIS

WHEREAS, by passage of Resolution 18-12-19B, the Board approved the 2019 Capital Improvement
Program, which included Project 19-2; and

WHEREAS, the District desires to upgrade and replace the existing cast iron main in the Manhattan area
of Normandy Park that was installed in the 1950’s; and

WHEREAS, the Project consists of an alternative analysis for the replacement of three sections of existing
6- inch diameter cast iron water main located in Normandy Park, Washington. The longest section runs
north-south for approximately 1,640 feet along the 2nd Ave SW right-of-way between SW 171st St and
SW 176th St. A second section is approximately 285 feet long beginning at 1st Place SW continuing west
until it intersects perpendicularly with the north-south section being replaced. A third section is
approximately 600 feet long beginning at the intersection of SW 174th St and 4th Ave SW continuing east
until it intersects perpendicularly with the north-south section being replaced; and

WHEREAS, the District requested a scope of work and budget from Carollo Engineers to determine the
most feasible method for replacing the main; and

WHEREAS, the District’s Engineering Manager and General Manager have reviewed the scope of work
and budget submitted by Carollo Engineers and recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. The General Manager or designee is authorized to enter into Contract #19-60-28 with Carollo
   Engineers (Attachment 1, incorporated herein by this reference), for a not-to-exceed amount of
   $90,011.00 for Project 19-2 2020 Water Main Replacement, Phase 1 Trenchless Alternatives Analysis.

2. The General Manager and/or the District’s legal counsel are authorized to make minor changes to
   the contract if required.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at
an open public meeting held this 2nd day of January 2020.

BOARD OF COMMISSIONERS

Polly Daigle, Commissioner
Daniel Johnson, Commissioner
Kathleen Quong-Vermeire, Commissioner
Todd Fultz, Commissioner
Vince Koester, Commissioner
ATTACHMENT - 1

HIGHLINE WATER DISTRICT

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is entered into between HIGHLINE WATER DISTRICT, King County, Washington, a municipal corporation and special purpose district organized and existing under the laws of the State of Washington (hereafter referred to as "the District"), and CAROLLO ENGINEERS, (hereafter referred to as "the Consultant") in consideration of the mutual benefits, terms and conditions hereinafter specified.

1. **Scope of Consulting Services.** Consultant shall provide consulting services to the District under the terms of this Agreement for the following Project: **19-2 2020 Water Main Replacement** ("Project"). The scope of services is more fully described on Exhibit A attached hereto and incorporated herein by this reference.

2. **Compensation and Payment.** District shall pay Consultant for the time and materials devoted to the Project as consideration for the performance of the services set forth on Exhibit A, not to exceed the amount of Ninety Thousand Eleven and 00/100 Dollars ($90,011.00). Such compensation shall be payable in the following manner:

   a. Consultant shall submit a detailed monthly billing for all services provided describing in reasonable and understandable detail the services rendered, fees charged and expenses incurred by Consultant during the previous month in accordance with a schedule of rates and charges set forth on Exhibit B, including fees and expenses for additional services authorized by District as provided herein. District shall pay the invoice within sixty (60) days of receipt, except as to any disputed amounts.

   b. Upon District’s failure to pay within sixty (60) days of receipt the undisputed amount set forth in any monthly billing submitted to District by Consultant, such unpaid balance will bear interest at the rate of 1% per month until the amount of such unpaid balance, plus interest thereon shall be paid in full.

   c. Consultant shall maintain accounts and records of fees billed and expenses incurred as described in this Section 2 in accordance with generally accepted accounting principles, and agrees to make such accounts, records and supporting documentation available to the District and its authorized representatives for inspection at mutually convenient times, both during the Project work and for three (3) years following the final payment for services rendered or termination of the Consultant’s services under this Agreement.

3. **Schedule of Work.** Consultant shall commence the performance of its services under this Agreement upon receipt of notice to proceed from the District to do so and shall provide the services in accordance with the schedule on Exhibit A, subject to delays for causes beyond the reasonable control of Consultant or as otherwise agreed to by District.
4. **Subcontractors.** Consultant shall not subcontract or assign any portion of the work covered by this Agreement without the prior written approval of the District, such consent to be given in District’s sole discretion. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

5. **Independent Contractor.** Consultant is an independent contractor and not an employee of the District. Consultant shall be responsible in full for payment of its employees, including insurance and deductions, and for payment to any subcontractors. No personnel employed by Consultant shall acquire any rights or status regarding the District. All of the services required hereunder shall be performed by Consultant or under its direction, and all personnel engaged therein shall be fully qualified under applicable state, federal and local laws to undertake the work performed by them.

6. **Changes in Scope of Services.** The District may require changes or modifications in the scope of services to be performed under this Agreement. Any such changes or modifications shall be in writing and signed by the parties to this Agreement. The compensation for the changes or modifications, whether a decrease or increase, shall be on the same terms and conditions as set forth in Paragraph 2 above or in a manner otherwise mutually agreed to by the parties.

7. **Insurance.** Consultant shall maintain throughout the performance of this Agreement the following types and amounts of insurance.

   a. Comprehensive vehicle liability insurance covering personal injury and property damage claims arising from the use of motor vehicles with combined single limits of Two Million Dollars ($2,000,000).

   b. Commercial General Liability Insurance written on an occurrence basis with limits no less than Two Million Dollars ($2,000,000) combined single limit per occurrence and Two Million Dollars ($2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

   c. Professional liability insurance (Errors and Omissions insurance) with limits no less than Two Million Dollars ($2,000,000).

For general liability and vehicle liability policies, the insurance policies shall: (1) state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) be primary to any insurance maintained by the District, except as respects losses attributable to the sole negligence of the District; and (3) shall state that the District will be given 45 days prior written notice of any cancellation, suspension, non-renewal or reduction in coverage.

The District shall be named as an additional insured on the Commercial General Liability Insurance policy with regard to work and services performed by or on behalf of the Consultant and a copy of the endorsement naming the District as an additional insured shall be attached to the Certificate of Insurance.
Before commencing work and services, Consultant shall provide to the District a Certificate of Insurance and required endorsements evidencing the insurance described above. The District reserves the right to request and receive a certified copy of all required insurance policies.

The above insurance limits do not constitute a limit on Consultant's liability to the District. Any payment of deductible or self-insurance retention shall be the sole responsibility of Consultant.

Consultant shall be solely responsible for the safety of its employees and subcontractors at the Project work site, and shall comply with all applicable federal, state and local statutes, regulations and ordinances regarding safety.

8. **Indemnification.** Consultant shall defend, indemnify and hold harmless the District, its elected and appointed officers, employees and agents and volunteers from and against all claims, injuries, damages, liabilities, losses of suits, including attorneys' fees and costs, to the extent caused by Consultant's negligent performance under this Agreement, except to the extent any injuries or damages caused by the negligence of the District. For the purposes of this indemnification, Consultant specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this contract is subject to RCW 4.24.115, Consultant's obligation to defend, indemnify and hold harmless the District, its officers, employees, agents and volunteers shall be limited to the extent of Consultant's negligence. The provisions of this Section shall survive the expiration of termination of this Agreement.

9. **Ownership of Documents.** Consultant agrees to return to District upon termination of this Agreement all documents, logs, drawings, photographs and other written or graphic material, however produced, received from District and used by Consultant in performance of its services hereunder. All documents, logs, drawings, specifications, designs, mylars, surveys, survey data, reports and other work product (collectively referred to as "Work Product") produced by Consultant in connection with the services rendered under this Agreement shall be owned by District. District shall own all copyrights to such Work Product and Consultant agrees to assign all ownership rights to such Work Product to the District. Reuse of any such Work Product by the District for other than a specific project or modification in use by the District of any of the Work Product without the Consultant's prior written approval shall be at the District's sole risk.

10. **Standard of Care.** Consultant warrants that its services shall be performed with the level of care, skill and competence of the consulting profession in accordance with the standard for professional services at the time the services are rendered.

11. **Right of Entry.** District shall provide for the right of entry of Consultant and its subcontractors and all necessary equipment in order to complete the services under this Agreement.
12. **Compliance with Codes and Standards.** Consultant’s Professional Services shall be consistent with the standard of care and shall incorporate those publicly known federal, state and local laws, regulations, codes and standards that are applicable at the time Consultant renders its services.

13. **Discovery of Hazardous Materials.** The Parties recognize that unanticipated hazardous materials or suspected hazardous materials may be discovered on District’s property or on property included as part of the site of work but not owned by District. The discovery of unanticipated hazardous materials may delay the Consultant’s provision of the services required herein. In that event, the parties may extend the Contract Completion Date by mutual agreement.

14. **Termination.** This Agreement may be terminated by either Party upon five (5) days written notice for any reason. In the event of termination, Consultant shall be entitled to compensation for all services performed and costs incurred through and including the date of termination, except as to any disputed amounts.

15. **General Provisions.**

   a. **Notices.** Any notice or demand desired or required to be given under this Agreement shall be in writing and deemed given when personally delivered, sent by facsimile machine, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the parties as set forth below or to such other address as either Party shall have previously designated by such a notice:

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<th>To the District:</th>
<th>To the Consultant:</th>
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<tr>
<td>Highline Water District</td>
<td>Carollo Engineers</td>
</tr>
<tr>
<td>23828 30th Ave. S.</td>
<td>1218 Third Ave, Suite 1600</td>
</tr>
<tr>
<td>Kent, WA 98032</td>
<td>Seattle, WA 98101</td>
</tr>
<tr>
<td>Attn: General Manager</td>
<td>Attn:</td>
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</tbody>
</table>

   b. **Entire Agreement.** This Agreement and its exhibit attachments contain the entire understanding between the District and Consultant relating to the consulting services which are the subject of this Agreement. This Agreement merges all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing. Subsequent modification or amendment of this Agreement shall be in writing and signed by the parties to this Agreement.

   c. **Waiver.** Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

   d. **No Third Party Rights.** This Agreement is made only for the benefit of the District and Consultant and successors in interest and no third party or person shall have any rights hereunder whether by agency, as a third party beneficiary, or otherwise.
e. **Jurisdiction/Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Agreement shall be brought in King County Superior Court, King County, Washington.

f. **Severability.** If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

g. **Effective Date.** The effective date of this Agreement shall be the date that this Agreement has been signed by authorized representatives of both Parties hereto ("Effective Date").

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**CAROLLO ENGINEERS**
("CONSULTANT")

By

Typed Name

Its

Dated

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**HIGHLINE WATER DISTRICT**
("DISTRICT")

By

Typed Name Matt Everett

Its General Manager

Dated
Highline Water District (District) has retained Carollo Engineers (Consultant) to provide professional engineering services for the 2020 Water Main Replacement project (Project). The Project consists of an alternatives analysis for the replacement of three sections of existing 6-inch diameter cast iron water main located in Normandy Park, Washington. The longest section runs north-south for approximately 1,640 feet along the 2nd Ave SW right-of-way between SW 171st St and SW 176th St. A second section is approximately 285 feet long beginning at 1st Place SW continuing west until it intersects perpendicularly with the north-south section being replaced. A third section is approximately 600 feet long beginning at the intersection of SW 174th St and 4th Ave SW continuing east until it intersects perpendicularly with the north-south section being replaced.

Portions of the project run through a ravine and across a tributary of Walker Creek over unimproved land within a presumed 10 foot wide utility easement. The District will be responsible for determining the validity of the existing easement. Consultant will perform an alternatives analysis to determine the most cost effective way for replacing the existing cast iron pipelines. The analysis will include identifying viable methods for replacing the portions of existing water main within unimproved sections using trenchless technologies. The culmination of the alternatives analysis will be a technical memorandum outlining each alternative and providing a recommendation for design and construction. Contingent upon project needs, the Consultant is expected to also provide design and bidding services and complete services during construction of the recommended improvements in future phases.

SCOPE OF SERVICES SUMMARY

The 2020 Water Main Replacement project will be completed in three phases:

- Phase 1 - Trenchless Alternatives Analysis
- Phase 2 - Design and Bidding (future phase).
- Phase 3 - Construction Services (future phase).

Exhibit A and B and associated Attachments establish the Scope of Services, level of effort, and authorization to complete Phase 1 - Trenchless Alternatives Analysis. This Scope of Services is divided into the following tasks:

Task 100 - Project Management
Task 200 - Alternatives Analysis

Phase 2 - Design and Bidding and Phase 3 - Construction Services, if needed, will be scoped and completed when the scope of capital improvements are better defined.

November 5, 2019
EXHIBIT A

General Assumptions for all tasks in this Scope of Services are included below. Assumptions specific to each task are included at the end of each task.

General Assumptions

1. All deliverables are provided in the original file format, an electronic unprotected PDF, and a signed electronic PDF format, unless otherwise indicated.

2. Consultant shall complete the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Washington.

3. Documents, including drawings and specifications, prepared by Consultant pursuant to the Agreement are not intended or represented to be suitable for reuse by District or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Consultant for the specific purpose intended will be at District’s sole risk and without liability or legal exposure to Consultant.

4. Opinions of probable costs will be based on the level of project definition and expected accuracy range as defined by the Association for the Advancement of Cost Engineering (AACE) International. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule.

5. The District shall furnish Carollo available studies, reports and other data pertinent to Carollo’s services; obtain or authorize Carollo to obtain or provide additional reports and data as required; furnish to Carollo services of others required for the performance of Carollo’s services hereunder, and Carollo shall be entitled to use and rely upon all such information and services provided by the District in performing Carollo’s services under this Agreement.

6. Carollo shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Carollo’s subconsultants, that impact project completion and/or success.

7. Notwithstanding any contrary language in Section 9 of the Agreement, Consultant shall be entitled to keep one (1) copy of all written or graphic materials received from District and used by Consultant as well as any Work Product, in accordance with the standard of care delineated in Section 10 of the Agreement.

SCOPE OF SERVICES DETAIL

TASK 100 – PROJECT MANAGEMENT

The purpose of this task is to manage and coordinate engineering and related services required for Project completion in accordance with the schedule, budget, and quality expectations that are established. Task 100 includes the following subtasks:
EXHIBIT A

Subtask 110 – Project Monitoring and Reporting

- Manage the Project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, and time and budget needed to complete this Scope of Services.
- Prepare monthly project status reports that compare work accomplished with schedule activities and compare expenditures with task budgets, and submit reports to the District's Project Manager with monthly invoices. Document expenditures on a task basis, and show hours by project personnel and other direct expenses related to work. Reports and invoicing will be formatted in a manner that it is acceptable to the District.

Task 100 Assumptions

1. Total project duration for the Alternatives Analysis phase is assumed to be six (6) months.

Task 100 Meetings

1. None.

Task 100 District Deliverables

1. None.

Task 100 Deliverables

1. Monthly invoices and progress reports.

TASK 200 – ALTERNATIVES ANALYSIS

The purpose of this task is to identify viable alternatives for the replacement of the existing water main, develop planning level cost estimates, and provide a final recommendation for design and construction. This task will develop conceptual drawings to a fifteen percent (15%) level based on existing GIS and other readily available topographic data. Task 200 includes the following subtasks:

Subtask 210 – Data Collection and Review

- Submit data request(s) for existing project documentation to support defining existing conditions. Documentation may include, but is not limited to: record drawings, District standards, inspection records, existing geotechnical information, easement records, and other operation and maintenance records. Review all received materials.
- Conduct a kick off meeting and site visit to review existing environmental conditions.

Subtask 220 – Environmental Assessment

This subtask provides environmental documentation required to evaluate alternative methods of construction for the Project.

- Site Reconnaissance: Consultant will visit the site to verify site conditions and gather information for preparation of environmental documents.
- Environmental Assessment: Conduct a critical areas assessment to identify and describe known and possible environmental conditions that may affect the project area, including permitting considerations. Consultant will prepare a desktop study that
documents the findings and conclusions. The desktop study will identify issues that may affect the environment or create significant construction impacts.

Subtask 230 – Geotechnical and Trenchless Evaluation

- Review available geologic information for the project area including published topographic and geologic soil/bedrock maps, on-line geotechnical reports, and other available information.
- Based on the information gathered, evaluate feasibility of replacing all or some of the existing water main by either horizontal directional drilling (HDD), pipe bursting/splitting, or guided auger bore. Consultant will consider the condition and geometry of the existing pipe and geotechnical and ground water implications constraining the construction methods.
- Consultant will identify feasible alternatives and feasible construction methods. For feasible trenchless methods, a conceptual (10% level) design and layout will be developed. Planning level cost estimates will be developed for feasible construction options.

Subtask 240 – Alternatives Analysis

- Perform alternatives analysis (i.e. approximately 10 percent level of design completion) to evaluate three (3) pipeline replacement alternatives:
  - Pipe burst/split north-south segment along 2nd Ave SW ROW, Pipe burst/split segment west to 4th Ave SW, auger casing from 1st Place SW to north-south segment.
  - HDD north-south segment along 2nd Ave SW (double encased), HDD west to 4th Ave SW, abandon segment from 1st Place SW to north-south segment.
  - Open cut along 1st Ave S, open cut off of 4th Ave SW east to a dead end point, abandon segment from 1st Place SW to north-south segment.
- Develop preliminary opinions of probable construction cost for each alternative.
- Develop an alternatives matrix summarizing and comparatively ranking each alternative with respect to capital cost and other factors including environmental considerations, temporary construction easement requirements, project schedule, constructability, public impacts, and others as requested by the District.
- Summarize alternatives analyses and comparative ranking in a TM.
- Perform internal QA/QC of alternatives analyses prior to presenting to the District.
- Review and discuss Alternatives Analyses TM with District to determine a preferred alternative for final design.
- Summarize Task 200 efforts and alternatives analysis for the preferred alternative in a report including 15 percent design level plans, opinions of probable construction cost, and project schedule.

Task 200 Assumptions

1. In the event that no existing geotechnical data (such as previous borings) is found, geotechnical assumptions will be made based on surficial geologic maps.
2. Environmental research will be limited to the site visit and available on-line information related to critical areas. No field delineation of wetlands or streams will be performed on site as part of this scope of services.
3. The work scoped under this task is based on assuming that the project will be located within an existing permanent utility easement.
4. Wetland and stream delineations will not be conducted.
5. An independent archeological survey will not be conducted at this time.
6. Site reconnaissance will be completed in conjunction with the kickoff meeting and site visit.
7. District will conduct property research and provide results to Consultant.
8. No topographic surveying will be completed as part of this scope of work.
9. Budget for 15 percent design level plans is based on using District GIS base maps as the base for the drawings. Anticipated drawings assume that the pipeline replacement can be completed within the existing permanent utility easement with only localized construction easements required for construction equipment.

Task 200 Meetings
1. Kickoff Meeting and Site Visit to include environmental site reconnaissance.
2. Alternatives Analysis Meeting

Task 200 District Deliverables
1. Project documentation
2. Alternatives Analyses TM review comments.

Task 200 Deliverables
1. Data requests.
2. Draft and final memorandum documenting environmental conditions and possible constraints.
3. Trenchless construction evaluation and recommendation.
4. Draft and final Alternatives Analyses TM.
5. 15% level plans and opinion of probable construction costs.
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<td>241 Perform alternatives analysis on three alternatives</td>
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<td>84</td>
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<td>245 Develop final alternatives analysis report and recommendation</td>
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Re: Resolution authorizing Consulting Services Agreement #19-60-28 with Carollo Engineers for Project 19-2 2020 Water Main Replacement, Phase 1 Trenchless Alternatives Analysis

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<td>Administrative</td>
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<td>Engineering/Operations</td>
<td>Yes [x] No [ ]</td>
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Amount: $90,011.00 (Excludes Sales Tax)

ATTACHMENTS:

1. Resolution 20-1-2C
2. Attachment 1 – Consultant Agreement #19-60-28

COMMENTS:

By passage of Resolution 18-12-19B, the Board approved the 2019 Capital Improvement Program, which included Project 19-2.

The District desires to upgrade and replace the existing cast iron main in the Manhattan area of Normandy Park that was installed in the 1950's.

The District’s Engineering Manager and General Manager have reviewed the scope of work and budget submitted by Carollo Engineers and recommend approval of this resolution.